

**TERMS AND CONDITIONS
OF THE
CHILD SUPPORT EMPLOYER ELECTRONIC FUNDS TRANSFER
(Employer EFT) WEBSITE**

This page contains important information and guidelines for using the Child Support Employer Electronic Funds Transfer (Employer EFT) website, operated by the Child Support Division of the North Dakota Department of Human Services. By indicating your acceptance of these Terms and Conditions, you are agreeing to abide by the provisions contained herein.

This statement of Terms and Conditions contains information about the website, a definition of terms used within the website, user requirements, and the rights and responsibilities of the employer and the Child Support Program, and constitutes an agreement between the employer and the Child Support Program.

GENERAL INFORMATION

The Employer EFT website is intended for the use of employers who are remitting income withholding payments for child support to North Dakota's State Disbursement Unit. In the preceding sentence, the term 'child support' encompasses payments for child support, spousal support, and dollar specific medical support, and may include amounts ordered to be paid toward an outstanding arrearage. This website was developed in response to requests from employers who wished to transmit income withholding payments electronically, rather than by sending paper checks.

DEFINITION OF TERMS

The following terms are used on the website, on the Frequently Asked Questions link, in the Terms and Conditions document, and in the written materials describing the website.

ACCOUNT DESCRIPTION – the name the employer gives to an account registered on the Employer EFT website. As an employer may have multiple payroll accounts using the same banking information, the employer may name each of the accounts for ease of assigning the correct employee to each account.

ACCOUNT STATUS – a field displaying on the website for each bank account. The information displayed in this field can be 'verifying account', 'active', or 'suspended'. 'Verifying account' will display during the ten-day pre-note period, after which the account status will change to 'active'. The account status may be

'suspended' by Child Support for various reasons, the most common being NSF on the employer account or upon request of the employer.

AMOUNT TO BE WITHHELD EACH PAY PERIOD – on the second page of the income withholding order, the employer is informed of the monthly support obligation for child support, spousal support, medical support, and any amount ordered toward the payment of arrears. This information is followed by calculations that translate the monthly support amount into weekly, bi-weekly, and semi-monthly amounts. This translation allows the employer to withhold the correct amount in accordance with the employer's established pay periods.

ASSIGNED WORKER – each child support case in North Dakota is the responsibility of a specific worker. Cases being served by the IV-D program are assigned to staff at one of the 8 Regional Child Support Enforcement Units. Cases not being served by the IV-D program are assigned to a clerk of court in one of the state's 53 counties, with all income withholding orders on these cases issued by the Income Withholding Issuance Center (IWIC), located in Bismarck. The assigned worker and the IWIC worker will receive information entered onto the website regarding an employee's termination, or if the payment is lower than the specified income withholding amount.

AUTHORIZATION CODE – a code issued by the Child Support program, and mailed to the employer's address, that will be used in combination with the State of ND Login ID to gain access to the secure Employer EFT website. The authorization code issued by the Child Support program should only be used by one individual within the business.

AUTHORIZED – one of the statuses that can be displayed for a payment. After the payment is set up on the website, the employer must signify that the payment is ready to be processed by authorizing the payment. This authorization can be done at the same time, and by the same person, who sets up the payment, or can be done at a later time, and by a different person. If a payment has not been 'authorized' by the night that the payment is to be processed (the process date), the primary and secondary contact people will receive emails the following day, to alert them to the missing authorization.

AUTOMATED CLEARING HOUSE (ACH) NETWORK – is the funds transfer system, governed by the National Automated Clearing House (NACHA) Operating Rules, that provides for the interbank clearing of electronic entries for participating financial institutions.

BANK ACCOUNT – means the checking or savings account from which all web payments will be made. Your bank account must be held at a financial institution within the United States.

BUSINESS DAY – means Monday through Friday, excluding State, Federal, and Federal Reserve holidays.

CASE IDENTIFIER – an identifying number for the non-custodial parent, provided to the employer on the income withholding order, that is matched with the social security number for that non-custodial parent as the employee's information is set up on the website. The two points of verification, case identifier and SSN, insure that when payments are remitted via the website that they are applied to the correct individual's case.

CONTACT PERSON(S) – the designated person, or preferably two people, within the business who are authorized to act on behalf of the business with respect to the Employer EFT website. The contact people will be the ones to receive emails from the Employer EFT Administrator when payments have been debited from the employer's account. The contact people will also be the ones to be involved should there ever be problems with the processing of income withholding payments through the website.

Employer EFT – Child Support Employer Electronic Funds Transfer', the name given to the process which allows an employer to have income withholding payments withdrawn from the employer's bank account per instructions provided to the Child Support program on the website.

CUSTODIAL PARENT – the person, generally a parent, who has primary care, custody, and control of the child or, if a court has made a custody determination the person who has legal custody of the child.

ELECTRONIC DATA INTERCHANGE (EDI) – the process by which information regarding an electronic funds transfer (EFT) transaction is transmitted electronically along with the EFT.

ELECTRONIC FUNDS TRANSFER (EFT) – the process by which money is transmitted electronically from one bank account to another.

EMPLOYER TABLE – a table, maintained within the Child Support computer system, that lists the name, mailing address, and FEIN of all employers to which North Dakota income withholding orders have been issued. The information recorded on the Employer Table is read as the employer registers to use the secure website. If the employer believes that information contained on the Employer Table is inaccurate, the employer should contact the Employer EFT Administrator.

EMPLOYER STATUS – a term used on the website to display whether the employer is 'active' and able to use the website, or 'suspended' and unable to use the website. Only the Employer EFT Administrator can mark an employer as 'suspended'. If the employer has been 'suspended', that status will be displayed

on the website. However, the reason for the 'suspended' status will not be available on the website.

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) – the federally assigned nine digit number that is used for reporting wage information to the state's Employment Security Agency, and for reporting tax information to the IRS.

HEALTH INSURANCE PROVIDED – a question asked on the website for each employee. The employer is being asked if that employee is able to obtain health insurance coverage for his/her family through the employer.

INCOME WITHHOLDING – the procedure by which deductions are made from income to pay a debt such as child support, spousal support, and dollar-specific medical support. Orders for income withholding are administratively issued to employers by the assigned worker on IV-D cases, or by the Income Withholding Issuance Center on non-IV-D cases, using a federally mandated form.

IV-D – Title IV-D of the Social Security Act created the Child Support Enforcement Program in 1975 and gave the program its name. The IV-D program is operated in North Dakota by the Department of Human Services, through Regional Offices located in the state's eight major cities. Some child support families are mandatory recipients of IV-D services, while other families have applied for the services voluntarily.

IV-D CASE – a child support case being worked by a Regional Child Support Enforcement Unit in compliance with the provisions of the federal Child Support Enforcement Program.

IWIC – North Dakota's Income Withholding Issuance Center. This office is responsible for issuing income withholding orders on behalf of all cases that are not being enforced by the federal Child Support Enforcement Program. IWIC is located in Bismarck.

MAXIMUM SINGLE PAYMENT THRESHOLD – an amount, recorded by the employer, to show the maximum amount that the employer authorizes to be debited from his bank account with each payment cycle. Setting this amount at a realistic level will prevent overdrafts from the employer's account. If a payment is created on the website that exceeds the maximum single payment threshold, the employer will be alerted. The employer can increase or decrease this amount at any time.

MONTHLY SUPPORT OBLIGATION – the amount of money a non-custodial parent is required to pay per month.

NONCUSTODIAL PARENT (NCP) – the parent who does not have primary care, custody, and control of the child or, if a court has made a custody determination, the parent who does not have legal custody of the child.

NON IV-D CASE – a case with a child support order that is not receiving IV-D services; that is, there is no open IV-D case.

Password – the unique sequence of alpha/numeric characters you have chose at the time of registration, or which you have updated since the original set-up of your Employer EFT account.

PAYMENT PROCESS DATE – this is the date that the employer establishes for each payment to be uploaded to the Child Support computer system. The upload occurs at 9:00 PM each business night, and no payment information can be changed after 9:00 PM on the payment process date. The employer's bank account will be debited no later than two (2) business days after the payment process date.

PAYMENT STATUS – this field shows the status of each payment that has been established on the website. The different words that can display include: 'saved' meaning that payment information has been recorded but not yet finalized, 'authorized' meaning the payment information has been completed and the employer has told the system that it can be picked up on the payment process date, and 'processed' which means that the payment process date has now passed and the payment either will be, or has been, debited from the employer's bank account.

PAYROLL DATE – this is the date that the non-custodial parent was paid, and the date that the child support amount was deducted from the non-custodial parent's wages. Income withholding payments must be sent to the SDU within 7 business days of being withheld from the non-custodial parent's wages.

PRE-NOTE – An automatic verification of a bank account, processed through the Federal Reserve System. If inaccurate banking information has been entered on the website and forwarded to the Federal Reserve System, the Employer EFT unit will be informed of the error and will notify the employer.

REGIONAL CHILD SUPPORT ENFORCEMENT UNIT (RCSEU) – North Dakota county-administered offices which provide IV-D services. Each RCSEU serves multiple counties. Also referred to as a Regional IV-D office.

REGIONAL IV-D OFFICE (See Regional Child Support Enforcement Unit (RCSEU))

ROUTING/TRANSIT NUMBER – the number assigned to every financial institution by the Federal Reserve System, that distinguishes one institution from another institution. The routing/transit number of the employer's bank must be registered on the Employer EFT website, for the income withholding payments to be deducted from the account properly.

SECURE SOCKETS LAYER – this wording displays at the bottom of each page of the website and is the name of the IBM product that governs security to the website.

SPOUSAL SUPPORT – court ordered support of a spouse or ex-spouse. This is also sometimes referred to as alimony, although that is not the preferred term.

STATE DISBURSEMENT UNIT (SDU) – the centralized Unit within the Child Support Enforcement Program that is responsible for receipting all child support payments. The SDU is the entity to which employers have been sending income withholding payments since 1999.

STATE OF NORTH DAKOTA LOGIN ID – an identification code that allows citizens or businesses to have secure access to various State of North Dakota on-line services.

SUPPORT ORDER – a judgment, decree, or order, whether temporary, final, or subject to modification, issued by a court (or in some other states, by an administrative agency of a competent jurisdiction) for the support and maintenance of a child. This includes a child who has attained the age of majority under the law of the issuing state, or of the parent with whom the child is living. Support orders can incorporate the provision of monetary child support, medical support, and spousal support; health insurance coverage; payment of arrearages; reimbursement of costs and fees, interest and penalties; and other forms of relief.

WE, US, AND OUR(S) – refer to the Child Support Division of the Department of Human Services.

YOU AND YOUR(S) – refers to each employer, and individual acting on behalf of the employer.

USER REQUIREMENTS

In order to use the Employer EFT service, you must have a valid email address and access to the Internet. You must be a legal owner of the bank account, which you register with the Employer EFT website.

You must request a State of North Dakota Login ID, establish a password and obtain a Child Support authorization code to gain access to the website. You

must remember the Login ID and password you assign to yourself, as those will be needed each time you enter the website. The Login ID and password should be used by only one person within the business.

EMPLOYER ABILITIES AND RESPONSIBILITIES

You will record information about the employer, including the employer's Federal Employer Identification Number (FEIN) and bank account information. The system will validate that FEIN against the records maintained by the Child Support computer system. You have the ability to register multiple bank accounts for a single employer. The system will pre-note each bank account to insure that it is an active account, and provide an indicator showing the account to be 'active' when that pre-note process has been accomplished.

You will also provide the name, phone number, and email address for one, or preferably two, contact people within the business. You will record the maximum payment amount to be debited from your bank account each pay period. The person gaining access to the Employer EFT website will signify that these Terms and Conditions have been read and agreed to, and that such person is authorized to act on behalf of the employer

You have the ability to view, and change as necessary, the employer information, including contact persons, bank account information, and maximum payment amount. You have the ability to request a second authorization code on behalf of the employer should another person within the business need to have access to the website. You also have the ability to delete any previously granted authorizations should a staff member, who had access to the website, terminate employment.

You have the ability to register a second employer on the website, if that employer uses the same FEIN as the first. You have the ability to request an authorization code for a different employer with a different FEIN.

You will record information on each employee on whose behalf you are submitting income withholding payments to North Dakota's SDU. The mandatory data elements are the employee's SSN and case identifier. The system will display back the individual's name, as known to the Child Support computer system. You will record the amounts to be withheld according to your pay cycle and the income withholding order. You will record whether medical insurance is available to the employee.

You have the ability to add and delete employees to the website as needed. You will be able to view and update your employee's information, including the amount to be withheld. You may view the history of all payments you have submitted on behalf of your employee(s). You will have the ability to inform Child Support when the employment is terminated for each employee. This

information will be communicated the following day to the worker assigned to that employee's case.

Each payday, you will provide information on the amount you are withholding from each employee's paycheck. You will associate each payment with a bank specific bank account that has been registered on the website. You will indicate the date the employee is paid, and the date that you wish to have your account on the website and upload the payment information to the Child Support computer system. You must separately indicate that each such payment has been authorized before it can be processed into the Child Support computer system. The withdrawal from your bank account will take place two business days after the date that you indicate as the date the payment is to be processed. The primary and secondary contact people within your business will receive confirmation emails on the date of the withdrawal, informing them of the amount of the withdrawal.

You have the ability to change payment information, or delete the payment, until 9:00 PM on the night that the payment is to be processed. You have the ability to view the status of any payment that has been set up on the website, including all that have been saved, authorized, and processed. You have the ability to view a history of all payments that have been processed on the website. You have the ability to copy the details of a previous payment forward to become the basis for the next payment, then to change any needed information. You have the ability to set up multiple payments to be processed on future dates over a period of several months.

Should you determine that an income withholding payment was withdrawn from your bank account on behalf of an incorrect individual, or for the wrong amount, you are responsible for contacting the Employer EFT Administrator immediately. Depending on how many days have elapsed from the date the payment was processed into the Child Support computer system and the information being provided to the Employer EFT Administrator, the Employer EFT Administrator may be able to return the erroneous payment to you. Otherwise, you remain responsible for submitting a payment on behalf of the correct employee.

You may stop using the Employer EFT website at any time. You may also delete all information about the employer and all previously processed payments from the website.

CHILD SUPPORT ABILITIES AND RESPONSIBILITIES

The Employer EFT Administrator can view, but not change, any information you have recorded on the website. The only actions that can be taken by the Employer EFT Administrator are to re-generate the Child Support authorization code, should the letter containing that information become lost in the mail, and suspend your account on the website.

The Employer EFT Administrator will provide assistance to all employers who use the website, as well as any who are interested in learning about the website. The Employer EFT Administrator is located in Bismarck, North Dakota and can be reached at soeft@state.nd.us, or by phone at 238-3339 (Bismarck area), 1-800-251-8685 (state-wide in North Dakota), or 1-800-231-4255 (nation-wide). Office hours are weekdays from 8:00 Am to 5:00 PM Central Time.

The Employer EFT Administrator has the ability to generate mass emails to all employers using the Employer EFT website, for purposes of communicating new or changed information about the website or child support laws.

TERMINATION OR SUSPENSION

The Employer EFT Administrator may terminate or suspend service to you at any time and/or revoke your right to use the Employer EFT website. Neither termination nor suspension shall affect your responsibility for remitting child support payments in accordance with any income withholding order you may have received.

The Employer EFT Administrator will suspend your account if:

1. A debit against your bank account is returned as NSF.
2. It is determined that an unauthorized person has obtained your User ID and password and is authorizing inappropriate debits from your bank account.
3. It is determined that an attempt has been made to corrupt the security of the Employer EFT website.

AVAILABILITY

The Employer EFT website is intended to be available twenty-four hours a day, seven days a week. There may be unscheduled downtime, but the Child Support program will work to minimize such interruptions in service. The Employer EFT Administrator will send emails to the primary and secondary contact people within all businesses using the Employer EFT website, if the site will be unavailable for any significant period of time.

FEES AND CHARGES

There is no charge to the employer by the Department of Human Services for the use of the Employer EFT website. Any fees charged to you by your bank will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

SECURITY

The Child Support Program has taken steps to safeguard the integrity of its data and prevent unauthorized access to information maintained on the Child Support computer system, as well as on the Employer EFT website. These measures are designed to prevent corruption of data, block unknown or unauthorized access to our systems and information, and to provide reasonable protection of private information in our possession.

The Child Support Program will not disclose to any third party your name, address, email address, or telephone number without your prior consent, except to the extent necessary or appropriate to resolve problems with funds being withdrawn from your bank account or as required by State law or IV-D requirements. You agree, however, that Child Support may obtain information from your bank in order to resolve payment-posting problems.

You are responsible for all payments you have authorized through the Employer EFT website. If you permit other persons to use your Employer EFT User ID and password to access your account, you are responsible for any transactions they authorize. If you believe that your Employer EFT User ID and password have been lost or stolen, or that someone has or may attempt to use the Employer EFT website without your consent, or has transferred money without your permission, you must notify the Employer EFT Administrator immediately.

DISCLAIMER OF LIABILITY

The Child Support Program will use its best efforts to apply all of your payments properly. However the Program disclaims any liability for damages suffered by you as a result of your unsuccessful attempts to use the Employer EFT website. This disclaimer applies to any actions that are performed by any entity other than the Child Support Program in connection with your attempted use of the Employer EFT website. Damages may include, but are not limited to, fees or charges assessed by your bank, telephone service provider, or internet service provider, if the Employer EFT website is unable to complete any payments initiated by you through the Employer EFT website because of the existence of any one or more of the following:

1. If your bank account does not contain sufficient funds to complete the transaction;
2. If the Employer EFT website is not working properly.
3. If you have not provided the Employer EFT website with the correct social security number and case identifier for your employee; or
4. If the cancellation of a transaction was not received by the Employer EFT website before 9:00 PM on the date the payment is to be processed into the Child Support computer system.

You are responsible for the installation, maintenance, and operation of your computer and your browser software. The risk of error, failure or non-performance is your risk and includes the risk that you do not operate your computer or your software properly. The Child Support Program is not responsible for any errors or failures from any malfunction of your computer or software. Child Support is not responsible for any electronic virus or viruses that you may encounter. Child Support is not responsible for computer virus-related problems that may be associated with your use of the Employer EFT website. By using the website, you agree Child Support has no liability to you for any damage or loss, direct or consequential, which you may suffer or incur by reason of your use of your computer or your software.

Child Support is not responsible for verification of the identity of your employee as a child support obligor, with the exception of matching the individual's social security number with the individual's case identifier and providing you with the individual's name, as recorded on the Child Support computer system. Child Support is not responsible for payments made to unintended recipients due to the input of incorrect information by you.

MISCELLANEOUS

The North Dakota Child Support Program may amend or change this agreement by sending you written notice by email or regular mail to the address in your employer information. You are encouraged to view the provisions of this Terms and Conditions document on the Child Support website periodically. Any use of the Employer EFT website after we send you a notice of changes will constitute your agreement to such changes.

DISPUTES

In the event of a dispute regarding the Employer EFT website, you and Child Support agree to resolve the dispute by looking to this agreement. You agree that this agreement is the complete and exclusive statement of the agreement between you and Child Support, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and Child Support relating to the subject matter of this agreement.

CAPTIONS

The captions of sections in this agreement are for convenience only and do not control or affect the meaning or construction of any of the provisions of this agreement.

GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota, without regard to its conflict of law provisions.